



## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**"), dated as of July 23, 2014, is made by MARCO POLO INTERNATIONAL, INC., a New York corporation ("**Grantor**"), in favor of BANK OF AMERICA, N.A., a national banking association ("**Grantee**").

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated on or about the date hereof, between Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Loan Agreement**"), the Grantee has extended and may extend certain loans and other financial accommodations to the Grantor pursuant to the terms of the Loan Agreement and various documents, instruments, guaranties and agreements delivered contemporaneously in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "**Loan Documents**"); and

**WHEREAS**, under the terms of the Loan Agreement, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

**WHEREAS**, the Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security.** Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**");

(a) the Trademarks and Trademark applications set forth on Schedule I hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "**Trademarks**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Grantee an original of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other Loan Documents.

5. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Loan Agreement and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTOR:

MARCO POLO INTERNATIONAL, INC.

By: 

Name: Marco Luzzo

Title: President, CEO, and Secretary

[Trademark Security Agreement]

TRADEMARK  
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AGREED TO AND ACCEPTED:

GRANTEE:

BANK OF AMERICA, N.A.

By: Steven Blumberg  
Name: Steven Blumberg  
Title: Authorized Signatory

Address: One Bryant Park  
New York, NY 10036

[Trademark Security Agreement]

**TRADEMARK**  
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# SCHEDULE 1

## TRADEMARKS AND TRADEMARK APPLICATIONS

### TRADEMARKS

Mark	Country	Owner	Federal Registration No.	Registration Date
MARPOL	Argentina	Marco Polo International, Inc.	2559767	March 22, 2013
MARPOL	Brazil	Marco Polo International, Inc.	829655581	August 23, 2011
MARPOL	Chile	Marco Polo International, Inc.	1065765	December 27, 2013
MARPOL	Colombia	Marco Polo International, Inc.	456122	July 31, 2012
MARPOL	Costa Rica	Marco Polo International, Inc.	227128	June 6, 2013
MARPOL	Guatemala	Marco Polo International, Inc.	192366	November 12, 2013
MARPOL	Mexico	Marco Polo International, Inc.	1310225	September 7, 2012
MARPOL	Peru	Marco Polo International, Inc.	00198408	May 10, 2013
MARPOL	United States of America	Marco Polo International, Inc.	3769731	April 6, 2010

### TRADEMARK APPLICATIONS

Mark	Country	Owner	Application Number	Application Date
MARPOL	Canada	Marco Polo International, Inc.	1558286	12/30/2011
MARPOL	China (People's Republic)	Marco Polo International, Inc.		
MARPOL	Ecuador	Marco Polo International, Inc.	201229674	10/16/2012

STATE OF )  
COUNTY OF ) ss:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK  
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